

***IN THE UNITED STATES PATENT AND TRADEMARK OFFICE***

Applicant: Whipple et al.  
Title: SYSTEM AND METHOD FOR  
CREATING FINANCIAL ASSETS  
Appl. No.: 10/747,740  
Filing Date: 12/29/2003  
Examiner: CHANG, EDWARD  
Art Unit: 3692  
Conf. No.: 2062

**TERMINAL DISCLAIMER**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

Your Petitioner, Fannie Mae, having its principal place of business at 3900 Wisconsin Avenue, NW, Washington, DC 20016-2892, represents that it is the owner of the entire right, title, and interest in and to U.S. Patent Application Serial No. 10/747,740, filed 12/29/2003, which claims the benefit of U.S. Prov. No. 60/437,065, filed December 30, 2002, by virtue of an Assignment filed and recorded on 12/29/2003, on Reel/Frame 014875/0901, in the United States Patent and Trademark Office, a copy of which is attached hereto as APPENDIX A. Further, your Petitioner represents that it is the owner of U.S. Patent No. 6,999,942, which issued on U.S. Patent Application No. 10/331,848, filed December 30, 2002, by virtue of an Assignment filed and recorded on 04/14/2003, on Reel/Frame 013951/0615, in the United States Patent and Trademark Office, a copy of which is attached hereto as APPENDIX B.

Your Petitioner, Fannie Mae, hereby disclaims the terminal part of the term of any patent granted on the above identified patent application which would extend beyond the full statutory term, as shortened by any terminal disclaimer, of U.S. Patent 6,999,942, and hereby agrees that any patent so granted on the above identified patent application shall be enforceable only for and during such period that the legal title to U.S. Patent 6,999,942 shall be the same as the legal title to any patent granted on the above identified patent application, this agreement to run with any patent granted on the above identified patent application and to be binding upon the grantee, its successors or assigns.

In making the above disclaimer, Petitioner does not disclaim any terminal part of any patent granted on the above identified patent application, prior to the full statutory term of U.S. Patent 6,999,942 as defined in 35 U.S.C. §§154-156 and 173, in the event that U.S. Patent 6,999,942 expires for failure to pay a maintenance fee, is held unenforceable or is found invalid in a final judgment by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR §1.321(a), has all claims canceled by a reexamination certificate or as a result of an interference proceeding, or is otherwise not deemed to provide the rights conveyed by 35 USC §154, prior to the full statutory term of U.S. Patent 6,999,942 as defined in 35 USC §§154-156 and 173, except for the separation of legal title stated above. Further, Petitioner does not disclaim any terminal part of a patent granted on the above identified patent application that would extend beyond the present termination of U.S. Patent 6,999,942, in the event that such present term is extended by virtue of compliance with the conditions for term extension of any present or future patent term extension provisions of the patent law, including but not limited to 35 U.S.C. §§155, 155A or 156, and without waiving Petitioner's right to extend the term of a patent granted on the above identified patent application to the extent provided by law.

The undersigned, being the Attorney of Record for the above identified patent application, and duly authorized to act on behalf of Petitioner, certifies that he has reviewed the Assignments attached as APPENDICES A and B, and to the best of his knowledge and belief,

legal title to the above identified patent application and U.S. Patent 6,999,942 rests with Petitioners, Fannie Mae. The undersigned declares that all statements made herein of his own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the above-identified application or any patent issuing therefrom.

Respectfully submitted,

Date 8-28-08

By /David G. Luetngen/

FOLEY & LARDNER LLP  
Customer Number: 34099  
Telephone: (414) 297-5769  
Facsimile: (414) 297-4900

David G. Luetngen  
Attorney for Applicant  
Registration No. 39,282

**ASSIGNMENT AND AGREEMENT**

**WHEREAS**, F. Scott Whipple of 2317 Briggs Road, Silver Spring, MD 20906 and Timothy M. McLuckie of 209 Watkins Circle, Rockville, MD 20850; (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled **SYSTEM AND METHOD FOR CREATING FINANCIAL ASSETS** (Atty. Dkt. No. 037607-0143) for which an application for United States Letters Patent was executed by ASSIGNOR concurrently herewith; and

**WHEREAS**, Fannie Mae, a federally chartered corporation having an office and principal place of business at 3900 Wisconsin Avenue, NW, Washington, DC 20016-2892 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

**NOW THEREFORE**, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

**ASSIGNOR HEREBY AUTHORIZES AND REQUESTS** the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

**ASSIGNOR HEREBY AGREES** (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper

Atty. Dkt. No. 037607-0143

title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

*ASSIGNOR HEREBY REPRESENTS AND WARRANTS* that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

*ASSIGNOR HEREBY GRANTS* to the law firm of **Foley & Lardner** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

*ASSIGNOR UNDERSTANDS AND AGREES* that the attorneys and agents of the law firm of **Foley & Lardner** do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Executed this 8<sup>th</sup> day of May, 2003.

F. Scott Whipple  
F. SCOTT WHIPPLE

State of VIRGINIA )  
County of FAIRFAX ) ss.

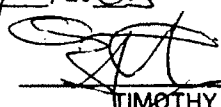
On this 8 day of MAY, 2003, before me, a notary public in and for said county, appeared F. SCOTT WHIPPLE, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

FRANK W. PILK  
Notary Public

My Commission Expires: 12/31/04

(Seal)

Executed this 8<sup>th</sup> day of May, 2003



TIMOTHY M. MCLUCKIE

State of VIRGINIA )  
County of FAIRFAX ) ss.

On this 8 day of MAY, 2003, before me, a notary public in and for said county, appeared TIMOTHY M. MCLUCKIE, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

 FRANK W. PILK  
Notary Public

My Commission Expires: 12/31/04

(Seal)

**ASSIGNMENT AND AGREEMENT**

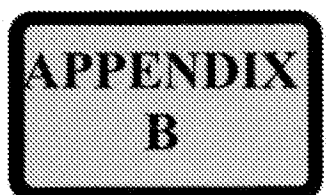
**WHEREAS**, John L. Kemper of 10513 Walter Thompson Drive, Vienna, Virginia 22181; F. Scott Whipple of 2317 Briggs Road, Silver Spring, Maryland 20906 and Timothy M. McLuckie of 209 Watkins Circle, Rockville, MD 20850; (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled **USER INTERFACE SYSTEM AND METHOD FOR CONFIGURING CASH FLOW PROCESSING** (Atty. Dkt. No. 037607-0137) for which an application for United States Letters Patent was filed on December 30, 2002 as Application No. 10/331,848; and

**WHEREAS**, Fannie Mae, a federally chartered corporation having an office and principal place of business at 3900 Wisconsin Avenue, NW, Washington, DC 20016-2892 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

**NOW THEREFORE**, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

**ASSIGNOR HEREBY AUTHORIZES AND REQUESTS** the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

**ASSIGNOR HEREBY AGREES** (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper



title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

**ASSIGNOR HEREBY REPRESENTS AND WARRANTS** that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

**ASSIGNOR HEREBY GRANTS** to the law firm of **Foley & Lardner** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

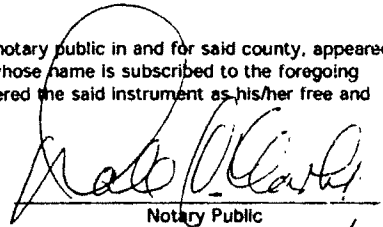
**ASSIGNOR UNDERSTANDS AND AGREES** that the attorneys and agents of the law firm of **Foley & Lardner** do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Executed this 27<sup>th</sup> day of March, 2003.

State of Virginia )  
County of Fairfax ) ss.

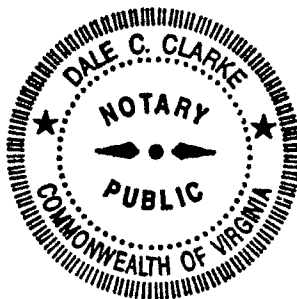
  
JOHN L. KEMPER

On this 27<sup>th</sup> day of March, 2003, before me, a notary public in and for said county, appeared JOHN L. KEMPER, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

  
Notary Public

My Commission Expires: 10/19/2004

(Seal)





Executed this 26<sup>th</sup> day of March, 2003.

District of Columbia  
State of \_\_\_\_\_ ) ss.  
County of \_\_\_\_\_

F. Scott Whipple  
F. SCOTT WHIPPLE

On this 26<sup>th</sup> day of March, 2003, before me, a notary public in and for said county, appeared F. SCOTT WHIPPLE, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Shelley K. Gethers  
Notary Public

(Seal)

My Commission Expires: \_\_\_\_\_

Shelley K. Gethers  
Notary Public, District of Columbia  
My Commission Expires 06-14-2007

Executed this 28 day of March, 2003

District of Columbia  
State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

  
TIMOTHY M. MCLUCKIE

On this 28 day of March, 2003, before me, a notary public in and for said county, appeared TIMOTHY M. MCLUCKIE, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

  
Notary Public

My Commission Expires: \_\_\_\_\_

(Seal)

Shelley K. Gethers  
Notary Public, District of Columbia  
My Commission Expires 06-14-2007